

CITY COUNCIL - PRE-MEETING 6:30 P.M. TO 7:00 P.M.

Natchitoches City Council will have a pre-council meeting beginning at 6:30 p.m. and ending at 7:00 p.m. to discuss any non-agenda items. The City Council meeting will begin promptly at 7:00 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings.

NATCHITOCHES CITY COUNCIL MEETING

JUNE 13, 2011

7:00 P.M.

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF MAY 23, 2011**
5. **SPECIAL RECOGNITION:**
 - **ST. MARY'S TIGERS – LHSAA 1A BASEBALL STATE CHAMPIONS!!!**
 - **MARC PAZ – LOUISIANA DIVISION V SINGLE CHAMPTIONSHIP!!!**
6. **BIDS – AWARD**
 - #030 Mims** Ordinance Authorizing the Mayor of the City of Natchitoches To **AWARD** the Bid for the Water System Improvements, Repainting of Lime Kiln Road and North Elevated Water Tanks (Bid No. 0511)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Norman Nassif
 - #031 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches To **AWARD** The Bid For Street Improvements, FY 2010-2011 LCDBG Project, Fairgrounds Road (Wallenberg Drive To Mill Street (Bid No. 0512)
Committee: Pat Jones, Edd Lee, Dale Nielsen, Randy LaCaze, Norman Nassif
7. **BIDS – OPEN:**
 - #051 Mims** Resolution Authorizing the Mayor to **OPEN** the Bids for the Purchase of a Power Plant Substation Switchgear and Control House (Bid No. 0514)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly, Michael Hilton
8. **BIDS – ADVERTISE:**
 - #050 Mims** Resolution Authorizing The Mayor To **ADVERTISE** And Accept Bids For The Purchase Of A 69 Kv Dead Tank SF6 Gas Circuit Breaker For Cleco/St. Maurice Substation Tie (Bid No. 0515)
Committee: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly
 - #059 Mims** Resolution Authorizing The Mayor To **ADVERTISE** And Accept Bids For The Central Fire Station Roof Improvements (Bid No. 0516)
Committee: Pat Jones, Edd Lee, Don Mims, Dennie Boyt, Norman Nassif
9. **PLANNING & ZONING - INTRODUCTION**
 - #035 Nielsen** Ordinance Amending Ordinance No. 64 Of 2001 By Changing Zoning Classification Of Property Described As Follows:

South 49 Ft. Of West 65 Ft Of Lot 13 And Lots 14, 15, 16, 17, 18, 19, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 & 62 Of East Broadmoor Subd., & All That Portion Of Bertha Drive Lying West Of The West Line Of Lots 20 & 41 Less Lot 150 By 200 In The NW Corner Of Lot 62, Less Lot 120 By 175 Ft. In The SW Corner Of Lot 62 & Less Part Of Lot 15 & 62 Sold To Connie Maggio, Et Al In Book 313, Pg. 692, Less 3321.10 Square Ft. To Hwy. Dept., Less 0.022 Acre To Hwy. Dept. From B-3 To An Additional B-A Zoning To Sell Beverages Of Low Alcoholic Content For Consumption On Premise
(312 Dixie Plaza, Applicant-Kirby Piquet, d/b/a Johnny's Pizza House)

10. **ORDINANCES – INTRODUCTION:**

- #029 McCain** Ordinance, Upon The Recommendations Of The Purchasing Department And The Airport Commission, That The City Council Of The City Of Natchitoches Recall And Annul Ordinance Number 11 Of 2011, And Authorize A Lease Of That Area Under Fence At The Natchitoches Regional Airport For Hay Operations With James R. Stacy, And Authorizing The Mayor, Wayne McCullen, To Execute Said Lease On Behalf Of The City Of Natchitoches, And To Provide For Advertising.
- #032 Morrow** Ordinance Declaring Certain Buildings Unsafe And Recommending That Same Be Demolished Or Put Into Repair To Comply With The Building Code, Authorizing Notice To Be Served, Fixing Hearing Date And Appointing Curator To Represent Absentees
- #033 McCain** Ordinance Approving And Authorizing The Execution Of A Cooperative Endeavor Agreement Between The City Of Natchitoches, State Of Louisiana And Natchitoches Grand Hotel, L.L.C.; And Providing For Other Matters In Connection With The Foregoing.
- #034 Payne** Ordinance Authorizing The City To Lease A Tract Of Land Together With Improvements Located On The East Side Of Front Street To The Natchitoches Parish Tourist Commission, Setting The Terms And Conditions Of Same, And Authorizing The Execution Of The Lease By The Mayor, Wayne McCullen, After Due Compliance With The Law, And Further Providing For Advertising Of The Lease And An Effective Date
- #036 Nielsen** An Ordinance To Amend And Reenact Section 10-74, Entitled Fireworks, Which Section Is Located In The Criminal Code, Chapter 10 Of The Code Of Ordinances, Said Amendment Being Made To Update The City Code Of Ordinances To Provide For Ban Of Sale And Use Fireworks While A Burn Ban Is In Effect In The City Of Natchitoches, Providing For Advertising, Further Providing For Severability, And Further Providing For A Repealer And Effective Date Of Ordinance.

11. **RESOLUTIONS:**

- #043 Payne** Resolution Selecting a Project for the FY2012/2013 Louisiana Community Development Block Grant (LCDBG) Program
Tabled 5/23/2011
- #052 Payne** Resolution Fixing The Time, Day, Date And Place Of Regular Meetings Of The City Council Of The City Of Natchitoches For The Next Twelve Months
- #053 Nielsen** Resolution Establishing the Meeting Times and Places Of: Natchitoches Planning Commission, Natchitoches Recreation Commission, Historic District Commission, Airport Advisory Commission, Waterworks District No. 1
- #054 Mims** Resolution Appointing Carol Steadman as Clerk of Council for the City of Natchitoches
- #055 McCain** Resolution Appointing the Auditor for the City of Natchitoches
- #056 Morrow** Resolution Appointing the Fiscal Agent for the City of Natchitoches
- #057 Nielsen** Resolution Designating *The Natchitoches Times* as the Official Legal Journal for the City of Natchitoches for the Next Twelve Months
- #058 Morrow** Resolution Authorizing the Mayor of the City of Natchitoches, Louisiana to Enter into a Cooperative Endeavor Agreement with the Rapides Foundation for the Foundation's Diet and Physical Activity Initiative's Community Implementation Grant

#060 Payne

Resolution Authorizing The Mayor Of The City Of Natchitoches To Sign A Memorandum Of Understanding Between The City Of Natchitoches And The Northwest Louisiana Technical College Natchitoches Campus That Outlines The Rights And Responsibilities Of Each Partner As It Relates To The Rental Of Building And Office Space For The Natchitoches Fire Department Training Division Located On The Northwest Louisiana Technical College Campus At 6587 La Hwy 1 Bypass, Natchitoches, La

12. **REPORT:** Councilwoman Sylvia Morrow – After School Programming
13. **ANNOUNCEMENTS:** The Offices of the City of Natchitoches will be CLOSED Monday, July 4, 2011 in honor of Independence Day
14. **ADJOURNMENT**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.

If you wish to address the Council, please complete the "[Request to Address City Council](#)" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, JUNE 13, 2011, AT SEVEN O'CLOCK, (7:00) P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, June 13, 2011, at 7:00 p.m.

There were present: Councilman-at- Large Don Mims
 Councilmen Jack McCain, Larry Payne, Dale Nielsen
 Councilwoman Sylvia Morrow

Absent: None

The Mayor stated that everyone joined with him in agreeing that it was some of the hottest weather that they have seen and it is a burden on the City of Natchitoches with waterline breaks and different things that were going on. He stated that everyone realizes that Cane River is falling about an inch a day. He said that more critical is the fact that Sibley Lake is the water supply for the City of Natchitoches and they are pumping with two 500 horse power pumps around the clock pumping water into Sibley Lake to maintain the water supply so that they will have abundant drinking water. He stated that it is still dropping but not as drastically as Cane River. He wanted to encourage the public to try to conserve water as much as they can. He stated that they were doing everything they could to try to sustain it and he is very hopeful that they have a rainfall in the near future and can bring it back up to it's normal levels.

The Mayor asked everyone to rise for the Invocation given by Mr. Michael Braxton, Director of Public Works, followed by the Pledge of Allegiance lead by Mr. McCain.

The Mayor then called for the reading of the Minutes. Mr. McCain made a motion to dispense with the reading of the Minutes and approve the minutes, and Mr. Payne seconded the motion. The roll call vote was as follows:

AYES: McCain, Payne, Nielsen, Mims, Morrow
NAYES: None
ABSENT: None

The Mayor introduced and congratulated The St. Mary's Tigers for winning the LHSAA 1A Baseball State Champions for the State of Louisiana and presented them with a plaque denoting them as the Louisiana High School Athletic Association 1A Champions for the State of Louisiana.

Coach Jeremy Hill came forward to receive the award and introduced the team.

The Mayor then introduced and congratulated Marc Paz for winning the Louisiana Division Single Championship.

Marc Paz came forward and thanked everyone for supporting him.

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

ORDINANCE NO. 030 OF 2011

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES
TO AWARD THE BID FOR THE WATER SYSTEM IMPROVEMENTS, REPAINTING
OF LIME KILN ROAD AND NORTH ELEVATED WATER TANKS
(BID NO. 0511)**

WHEREAS, Resolution No. 018 of 2011 was passed by the Natchitoches City Council on April 11, 2011 authorizing the Mayor to advertise for bids for water system improvements, repainting of Lime Kiln Road and North Elevated Water Tanks, Bid No. 0511; and

WHEREAS, after due advertisement in the *Natchitoches Times* on April 15, 29 and May 13, in accordance with law; and

WHEREAS, on May 26, 2011 an Addendum No. 2 was issued by Nassif Engineering & Architecture, LLC stating that the existing paint for the tanks was tested for lead content and found that the amount of lead contained is below the amount considered as "Lead-Based Paint" per DEQ, Title 33, Part III, Section 2803; and

WHEREAS, Notice of Bid Opening Date, Time and Location Change was published on in the weekend edition OF *The Natchitoches Times* on May 21-22, and May 24, 2011 advising the bid opening date changed to June 1, 2011 at 3:00 p.m.; and

WHEREAS, five bid proposals were received and opened on June 1, 2011 as follows:

- | | | |
|-----|---|-----------------------------|
| (1) | Blastco Texas, Inc..... | \$255,000.00 Total Base Bid |
| (2) | Diamond Enterprise, Inc. | \$245,000.00 Total Base Bid |
| (3) | Utility Service Co., Inc. | \$223,000.00 Total Base Bid |
| (4) | Phoenix Fabricators and Erectors, Inc. | \$299,127.00 Total Base Bid |
| (5) | Southeastern Tank & Tower, Inc. | \$210,490.00 Total Base Bid |

WHEREAS, on June 1, 2011, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Councilman at Large Don Mims, reviewed the engineer's recommendation submitted by Norman Nassif, Professional Engineer with Nassif Engineering & Architecture, LLC, and made a recommendation of the bids received; and

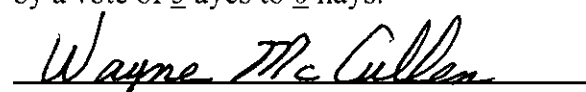
WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the low bidder **SOUTHEASTERN TANK & TOWER, INC.** in the amount of **\$210,490.00**.

NOW, THEREFORE, BE IT ORDAINED that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

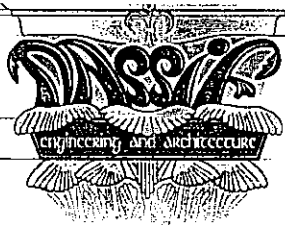
AYES:	Mims, Nielsen, McCain, Morrow, Payne
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 13rd day of June, 2011 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of May, 2011 at 10:00 A.M.



June 2, 2011

City of Natchitoches
P.O. Box 37
Natchitoches, Louisiana 71458-0037

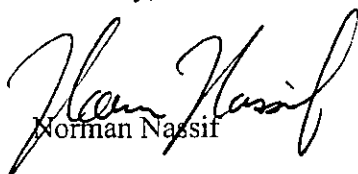
Attention: Mr. Bryan Wimberly, Utility Director
Mr. Edd Lee, Purchasing Director

Re: Water System Improvements
Repainting of Lime Kiln Road &
North Elevated Water Tanks
Reference No.: 11-074-B

Dear Bryan & Edd,

The Bids received for the above referenced project have been reviewed and checked for accuracy. A tabulation of the Bids is attached. Accordingly, we recommend that the construction contract be awarded to the low Bidder, Southeastern Tank & Tower, Inc. in the amount of \$ 210,490.00.

Sincerely,



Norman Nassif

NN/nn
Enclosure

Cc: Each Bidder:
Blastco Texas, Inc.
Diamond Enterprise, Inc.
Utility Service Co., Inc.
Phoenix Fabricators and Erectors, Inc.
Southeastern Tank & Tower, Inc.
(w/ copy of bid tabulation)

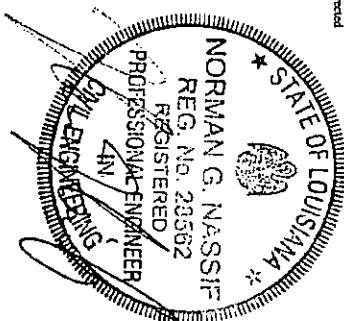
City of Natchitoches

Water System Improvements
Repairing of Lime Kiln Road &
North Elevated Water Tanks

Tabulation of Bids Received on
Wednesday, June 1, 2011 at 3:00 pm

Name of Bidders				Blasco Texas, Inc.		Diamond Enterprise, Inc.		Utility Service Co., Inc.		Phoenix Fabricators and Erectors, Inc.		Southeastern Tank & Tower, Inc.	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Repairing Lime Kiln Road 100,000 Gallon Elevated Water Tank (Shrouding, Blast Cleaning, Prepping Surfaces, Surface Repair, Painting, Sealing, etc., Complete)	1	L.S.	\$ 145,000.00	\$ 145,000.00	\$ 138,600.00	\$ 138,600.00	\$ 132,000.00	\$ 132,000.00	\$ 186,700.00	\$ 186,700.00	\$ 115,200.00	\$ 115,200.00
2	Repairing North 100,000 Gallon Elevated Water Tank (Shrouding, Prepping Surfaces, Surface Repairs, Spot Priming, Painting, Sealing, etc., Complete)	1	L.S.	\$ 110,000.00	\$ 110,000.00	\$ 106,400.00	\$ 106,400.00	\$ 91,000.00	\$ 91,000.00	\$ 112,427.00	\$ 112,427.00	\$ 95,290.00	\$ 95,290.00
3	Welded Steel Pit Repairs (In the event that actual quantity of welded steel pit repairs is more than estimated amount included in the unit bid price for each tank, the following unit price shall be applied to adjust the contract amount) (Measure amount for each repair shall be made on the basis of no less than one (1) square inch per repair)	---	Square Inch	\$ 45.00	---	\$ 20.00	---	\$ 20.00	---	\$ 10.00	---	\$ 10.00	---
4	Epoxy Filled Pit Repairs (In the event that actual quantity of epoxy filled pit repairs is more than estimated amount included in the unit bid price for each tank, the following unit price shall be applied to adjust the contract amount) (Measure amount for each repair shall be made on the basis of no less than one (1) square foot per repair)	---	Square Foot	\$ 50.00	---	\$ 15.00	---	\$ 5.00	---	\$ 10.00	---	\$ 14.00	---
Total Base Bid				\$ 255,000.00		\$ 245,000.00		\$ 223,000.00		\$ 299,127.00		\$ 210,490.00	

addition error corrected



The following Ordinance was Introduced by Mr. Mims and Seconded by Ms. Morrow as follows, to-wit:

ORDINANCE NO. 031 OF 2011

ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO AWARD THE BID FOR THE STREET IMPROVMENTS , FY 2010-2011 LCDBG PROJECT, FAIRGROUNDS ROAD (WALLENBERG DRIVE TO MILL STREET)

(BID NO. 0512)

WHEREAS, Resolution No. 019 of 2011 was passed by the Natchitoches City Council on April 11, 2011 authorizing the Mayor to advertise for bids for the street improvements, FY 2010-2011 LCDBG project, Fairgrounds Road (Wallenberg Drive to Mill Street), Bid No. 0512; and

WHEREAS, after due advertisement in the *Natchitoches Times* on April 15, 29 and May 13, in accordance with law, two bid proposals were received and opened at the regularly scheduled Council meeting on May 23, 2011 as follows:

- | | | |
|-----|--|---------------|
| (1) | T.L. Construction, LLC
Alexandria, Louisiana
Contractor #35849 | \$ 585,503.00 |
| (2) | Regional Construction, LLC
Natchitoches, Louisiana
Contractor #40486 | \$ 547,600.00 |

WHEREAS, on June 2, 2011, the appointed committee members, Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Randy LaCaze, Community Development Director, Councilman Dale Nielsen, reviewed the engineer's recommendation of May 31, 2011 submitted by Norman Nassif, Professional Engineer with Nassif Engineering & Architecture, LLC, and made a recommendation of the bids received; and

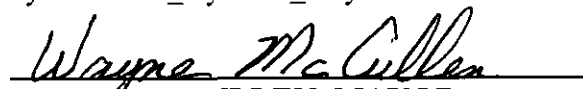
WHEREAS, the above appointed committee members unanimously recommend the City award the bid to **Regional Construction, LLC** of Natchitoches, LA (La Contractor's License No. 40486), in the amount of \$547,600.00.

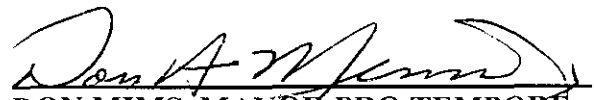
NOW, THEREFORE, BE IT ORDAINED that the Honorable Wayne McCullen, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

The above Ordinance having been duly advertised in accordance with law and a public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Mims, Morrow, Payne, Nielsen, McCain
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, the Mayor declared the Ordinance **PASSED** this 13rd day of June, 2011 by a vote of 5 ayes to 0 nays.


WAYNE McCULLEN, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 14th day of May, 2011 at 10:00 A.M.



CITY OF NATCHITOCHES

Oldest Settlement in the Louisiana Purchase

OFFICE OF PURCHASING

Wayne McCullen
Mayor

Don Mims, Jr. **June 2, 2011**
Councilman At Large

Jack McCain, Jr. **Mayor Wayne McCullen**
Councilman
District 1 **City Hall**

Dale Nielsen **Natchitoches, LA 71457**
Councilman
District 2

Sylvia Morrow
Councilwoman
District 3

Larry Payne
Councilman
District 4

Dear Mayor McCullen;

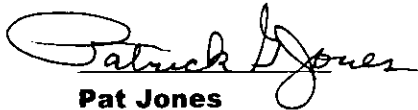
The appointed committee of Pat Jones, Edd Lee, Dale Nielsen and Randy LaCaze, have reviewed the engineer's recommendation submitted by Mr. Norman Nassif, Professional Engineer, with Nassif Engineering, Natchitoches, LA, on Bid # 0512, for Street Improvements, Fairgrounds Road.

The committee was unanimous in its decision to award the bid to the lowest bidder, Regional Construction, LLC, Natchitoches, LA, with a bid of \$547,600.00. The other bidder was T. L. Construction, LLC, Alexandria, LA, in the amount of \$585,503.00.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

We request ratification of this award at the City Council meeting on June 13, 2011.

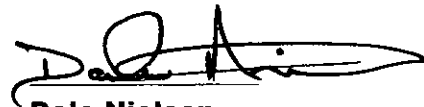
Sincerely,




Pat Jones
Director of Finance



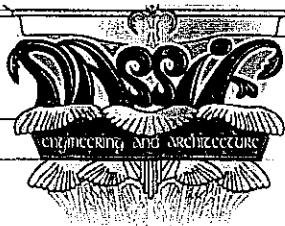
Edd Lee
Director of Purchasing



Dale Nielsen
Councilman Dist. 2



Randy LaCaze
Director of Comm. Development



professional engineering and architectural services

May 31, 2011

City of Natchitoches
P.O. Box 37
Natchitoches, Louisiana 71458-0037

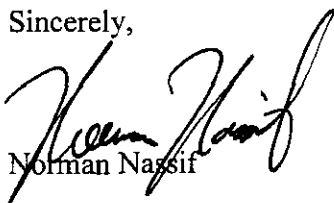
Attention: Mr. Edd Lee, Purchasing Director
Mr. Randy LaCaze, Director of Community Development

Re: Street Improvements
FY 2010-11 LCDBG Project
Fairgrounds Road
(Wallenberg Drive to Mill Street)
Reference No.: 09-054-B

Dear Edd & Randy,

The Bids received for the above referenced project have been reviewed and checked for accuracy. A tabulation of the Bids is attached. Accordingly, we recommend that the construction contract be awarded to the low Bidder, Regional Construction, LLC in the amount of \$ 547,600.00.

Sincerely,


Norman Nassif

NN/nn
Enclosure

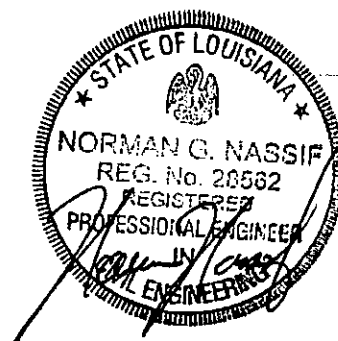
Cc: Each Bidder:
T.L. Construction, LLC
Regional Construction, LLC
(w/ copy of bid tabulation)

City of Natchitoches

**Street Improvements
FY 2010-11 LCDBG Project
Fairgrounds Road
(Wallenberg Drive to Mill Street)**

Tabulation of Bids Received on
Monday, May 23, 2011 at 4:00 pm (opened 7:00 pm)

Name of Bidders				T.L. Construction, LLC		Regional Construction, LLC	
Item No.	Description	Estimated Quantity	Units	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	L.S.	\$ 14,000.00	\$ 14,000.00	\$ 8,000.00	\$ 8,000.00
2	Demolition, Misc. Sitework & Earthwork (Remove Existing Drain Pipes as Scheduled and Dispose, Remove Concrete Curbs, Remove Concrete Pavement for Drain Pipe Installations, Saw-cuts in Existing Pavements, Remove and Reinstall Mailboxes, Re-Grade Existing Ditches)	1	L.S.	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00
3	Erosion Control and Soil Stabilization	1	L.S.	\$ 4,000.00	\$ 4,000.00	\$ 8,000.00	\$ 8,000.00
4	Cold Plane Existing Asphalt Surfaces	9500	S.Y.	\$ 1.75	\$ 16,625.00	\$ 4.00	\$ 38,000.00
5	Remove Existing Unsuitable Material	800	C.Y.	\$ 6.00	\$ 4,800.00	\$ 10.00	\$ 8,000.00
6	Select Fill Material	1200	C.Y.	\$ 12.00	\$ 14,400.00	\$ 12.00	\$ 14,400.00
7	Aggregate Base Material w/ Geotextile Underlayment (For Roadway) (8" Thick) (Class II Base Course) (Crushed Stone - DGA)	10400	S.Y.	\$ 22.00	\$ 228,800.00	\$ 20.00	\$ 208,000.00
8	24" Drain Pipe (Side & Cross Drains)	550	L.F.	\$ 70.00	\$ 38,500.00	\$ 65.00	\$ 35,750.00
9	Asphaltic Concrete (Leveling Course, Wearing Course, Transitions, Turnouts, Patches, Base Repairs) (2" Minimum Thick) (Includes Saw-cuts for New to Existing Joints)	1320	Ton	\$ 108.00	\$ 142,560.00	\$ 105.00	\$ 138,600.00
10	Traffic Maintenance Aggregate	300	C.Y.	\$ 70.00	\$ 21,000.00	\$ 10.00	\$ 3,000.00
11	P.C. Concrete Pavement Replacement 6" Thick with No. 4 Bars at 12" On	200	S.Y.	\$ 60.00	\$ 12,000.00	\$ 70.00	\$ 14,000.00
12	Gravel/Dirt Driveway Transitions (10' Average Length)	500	C.Y.	\$ 75.00	\$ 37,500.00	\$ 38.00	\$ 19,000.00
13	White Reflective Painted Stop Bar	1	Each	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00
14	Manhole Top Adjustments	2	Each	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00
15	Project Sign	1	Each	\$ 800.00	\$ 800.00	\$ 800.00	\$ 800.00
16	Scarify Existing Sub-grade to a Minimum Depth of 6" and Compact to 95% Standard Proctor	10400	S.Y.	\$ 2.67	\$ 27,768.00	\$ 2.00	\$ 20,800.00
17	Utility Conflict Allowance	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Total Base Bid				\$ 585,503.00		\$ 547,600.00	



The following Resolution was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 051 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO OPEN THE
BIDS FOR THE PURCHASE OF A POWER PLANT SUBSTATION
SWITCHGEAR AND CONTROL HOUSE**

(BID NO. 0514)

WHEREAS, by Resolution No. 040 of 2011 the Mayor was authorized to advertise for bids for the purchase of a power plant substation switchgear and control house (Bid No. 0514); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on May 13 and May 20, 2011 in accordance with law; and

WHEREAS, the City wishes to open the bids for the purchase of a power plant substation switchgear and control house (Bid No. 0514) in accordance with law; and

WHEREAS, the following committee members were appointed to review the bids received: Pat Jones, Edd Lee, Don Mims, Bryan Wimberly and Michael Hilton of P.E. Electrical Engineering Services, LLC.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Mayor Wayne McCullen be and is hereby authorized, empowered and directed to open the bids for the purchase of a power plant substation switchgear and control house (Bid No. 0514).

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, Nielsen, McCain, Morrow, Payne
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

Mr. Mims and Mr. McCain opened the bids for the purchase of the power plant substation switch changer and control house, bid 0515, as follows:

- | | | |
|----|---|-----------|
| 1) | Powell Electrical Manufacturing Co.
Baton Rouge, Louisiana | \$437,845 |
| 2) | ABB Incorporated
Beaumont, Texas | \$496,547 |
| 3) | Deloney
Mandeville, Louisiana | \$406,239 |

A committee was appointed to evaluate the bids and report back at the next Council meeting consisting of:

Mr. Pat Jones, Director of Finance
Mr. Edd Lee, Director of Purchasing
Councilman Don Mims
Bryan Wimberly

The following Resolution was Introduced by Mr. Mims and Seconded by Mr. McCain as follows, to-wit:

RESOLUTION NO. 050 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
AND ACCEPT BIDS FOR THE PURCHASE OF A 69 Kv DEAD TANK SF6 GAS
CIRCUIT BREAKER FOR CLECO/ST. MAURICE SUBSTATION TIE**

(BID NO. 0515)

WHEREAS, the City wishes to advertise for Public Bids for the purchase of a 69kV Dead Tank SF6 Gas Circuit Breaker for CLECO/St. Maurice Substation tie (Bid No. 0515).

WHEREAS, sealed bid proposals will be received by the City of Natchitoches at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 until 4:00 P.M. on July 11, 2011; and

WHEREAS, Bids will be publicly opened and read aloud at the regularly scheduled City Council Meeting located at 816 Second Street at 7:00 p.m. on July 11, 2011.

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; and Bryan Wimberly, Utility Director, are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, McCain, Morrow, Payne, Nielsen
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

BID INVITATION

DATE: June 13, 2011

FROM: City of Natchitoches
Purchasing Department
1400 Sabine Street
Natchitoches, LA 71457

BID NO. 0515

**BID TITLE: 69kV Dead Tank SF6 Gas Circuit Breaker for Cleco / St. Maurice
Substation Tie**

SEALED BID PROPOSALS WILL BE
RECEIVED UNTIL 4PM,

July 11, 2011

AT THE OFFICE OF EDD LEE,
DIRECTOR OF PURCHASING, 1400
SABINE STREET, NATCHITOCHES, LA
71457 UNTIL 4:00 PM.

FOR ADDITIONAL INFORMATION
CONTACT THE FOLLOWING:

Edd Lee
DIRECTOR OF PURCHASING
(318) 357-3824

The following Resolution was Introduced by Mr. Mims and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 059 OF 2011

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE
AND ACCEPT BIDS FOR THE CENTRAL FIRE STATION ROOF IMPROVEMENTS**

(BID NO. 0516)

WHEREAS, the City wishes to advertise for Public Bids for the Central Fire Station Roof Improvements (Bid No. 0516).

WHEREAS, sealed bid proposals will be received by the City of Natchitoches at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana 71457 until 10:00 A.M. on July 18, 2011 and then at said location publicly opened and read aloud; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Don Mims, Councilman-at-Large; Dennie Boyt, Fire Chief, and Norman Nassif of Nassif Engineering & Architecture, LLC are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Natchitoches, in legal session convened, that the Honorable Wayne McCullen, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, Nielsen, McCain, Morrow, Payne
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

ADVERTISEMENT FOR BIDS

**CITY OF NATCHITOCHES, LOUISIANA
(OWNER)**

Sealed Bids for CENTRAL FIRE STATION ROOF IMPROVEMENTS (Bid No. 0516) will be received by the CITY OF NATCHITOCHES, LOUISIANA, at the PURCHASING DEPARTMENT, 1400 SABINE STREET, NATCHITOCHES, LA 71457 until 10:00 AM on MONDAY, JULY 18, 2011 and then at said location publicly opened and read aloud.

The Instructions To Bidders, Bid Form, form of Bid Bond, Agreement Between Owner and Contractor, forms of Performance and Payment Bonds, Drawings, Specifications and other Contract Documents may be examined at the office of the Engineer at:

Nassif Engineering & Architecture, LLC
270 Blanchard Road
Natchitoches, LA 71457
(318) 527-4409

Copies may be obtained from the Engineer, Nassif Engineering and Architecture, LLC, 270 Blanchard Road, Natchitoches, LA 71457, (318) 527-4409, upon payment of \$ 75.00 for each set.

Each Bid is to be accompanied by Bid Security as provided in the Instructions To Bidders and General Conditions. No Bidder may withdraw his Bid within forty-five (45) days after the actual date of opening thereof, except as prescribed in Louisiana Revised Statute 38:2214.C. The Owner reserves the right to waive any informality and to reject any or all Bids for just cause.

Bidder shall provide necessary evidence of authority to sign Bids on behalf of corporations and other legal entities in accord with Louisiana Revised Statute 2212.O.

This project is classified as Building Construction in accord with Louisiana Revised Statute 37:2163.

Date: June 13, 2011

/s/ Wayne McCullen
Mayor

Publishing Dates:

Friday, June 17, 2011

Friday, June 24, 2011

Friday, July 8, 2011

The following Ordinance was Introduced by Councilman Nielsen at the June 13, 2011 City Council Meeting as follows:

ORDINANCE NO. 035 OF 2011

AN ORDINANCE AMENDING ORDINANCE NO. 64 OF 2001 BY CHANGING ZONING CLASSIFICATION OF PROPERTY DESCRIBED AS FOLLOWS:

SOUTH 49 FT. OF WEST 65 FT OF LOT 13 AND LOTS 14, 15, 16, 17, 18, 19, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51 & 62 OF EAST BROADMOOR SUBD., & ALL THAT PORTION OF BERTHA DRIVE LYING WEST OF THE WEST LINE OF LOTS 20 & 41 LESS LOT 150 BY 200 IN THE NW CORNER OF LOT 62, LESS LOT 120 BY 175 FT. IN THE SW CORNER OF LOT 62 & LESS PART OF LOT 15 & 62 SOLD TO CONNIE MAGGIO, ET AL IN BOOK 313, PG. 692, LESS 3321.10 SQUARE FT. TO HWY. DEPT., LESS 0.022 ACRE TO HWY. DEPT. FROM B-3 TO AN ADDITIONAL B-A ZONING TO SELL BEVERAGES OF LOW ALCOHOLIC CONTENT FOR CONSUMPTION ON PREMISE

(312 DIXIE PLAZA)

WHEREAS, the Planning Commission of the City of Natchitoches, State of Louisiana, has recommended at their meeting of June 7, 2011 that the application of **Kirby Piquiet, d/b/a Johnny's Pizza House** to rezone the property described above from B-3 to additional B-A zoning to sell beverages of low alcoholic content for consumption on premise (312 Dixie Plaza), be **APPROVED**.

ORDINANCE NO. 029 OF 2011

AN ORDINANCE, UPON THE RECOMMENDATIONS OF THE PURCHASING DEPARTMENT AND THE AIRPORT COMMISSION, THAT THE CITY COUNCIL OF THE CITY OF NATCHITOCHES RECALL AND ANNUL ORDINANCE NUMBER 11 OF 2011, AND AUTHORIZE A LEASE OF THAT AREA UNDER FENCE AT THE NATCHITOCHES REGIONAL AIRPORT FOR HAY OPERATIONS WITH JAMES R. STACY, AND AUTHORIZING THE MAYOR, WAYNE McCULLEN, TO EXECUTE SAID LEASE ON BEHALF OF THE CITY OF NATCHITOCHES, AND TO PROVIDE FOR ADVERTISING.

WHEREAS in response to a request for proposals issued with regard to a hayfield lease at the Natchitoches Regional Airport, the City of Natchitoches received three proposals; and

WHEREAS FURTHER, the Purchasing Department reviewed the responses and determined that the best price to the City was contained in the proposal submitted by Glenn Byles; and

WHEREAS FURTHER, by Ordinance Number 11 Of 2011, the City Council of the City of Natchitoches authorized a lease with Glenn Byles; however, despite numerous contacts Mr. Byles has failed to execute the lease agreement with the City of Natchitoches and has been non-responsive to requests to perform under the proposed lease; and

WHEREAS FURTHER, the second best price submitted to the City of Natchitoches in response to the request for proposals was made by James R. Stacy, and the Purchasing Department and the Airport Commission now recommend to the City Council that the lease be awarded to Mr. Stacy; and

WHEREAS FURTHER, Mr. Stacy has conducted hay field operations for the City of Natchitoches in the past and Mr. Stacy has satisfactorily fulfilled his obligations under leases in the past; and

WHEREAS FURTHER, the Purchasing Department has recommended to the City Council of the City of Natchitoches that Ordinance Number 11 of 2011 be recalled and annulled and that James R. Stacy be awarded the lease based upon his response, and that the attached lease agreement be approved; and

WHEREAS FURTHER, a lease has been prepared setting forth the term, conditions, and consideration for the proposed hay field lease;

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law;

WHEREAS FURTHER, the City Council is of the opinion that the hay field rights are not needed by the City for any public purpose, but are a potential source of revenue if leased;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, in legal session convened, that the recommendations of the Purchasing Department are hereby approved; and

BE IT FURTHER ORDAINED that Wayne McCullen, Mayor of the City of Natchitoches, be and he is hereby authorized and empowered to enter into a lease agreement with James R. Stacy, for hay field operations, all in substantial compliance with the lease agreement, a copy of which is attached hereto and approved by the Director of Purchasing.

BE IT FURTHER ORDAINED That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

BE IT FURTHER ORDAINED that any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

BE IT FURTHER ORDAINED that the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the rights to the property described above is not needed for public purposes by the City.

Said Ordinance having been introduced on the 13th day of June, 2011, notice of public hearing having been held, the title having been read and the Ordinance considered, on motion by _____, and seconded by _____, to adopt the ordinance, a record vote was taken and the following result was had:

YEAS:

NAYS:

ABSENT:

Whereupon, the presiding officer declared the above Ordinance duly _____ on the ____ day of _____, 2011.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

HAY LEASE

BE IT KNOWN that on the dates and at the places hereinafter indicated, before me the undersigned Notary Public and subscribing witnesses personally came and appeared:

THE CITY OF NATCHITOCHES, a Louisiana municipal corporation organized and operating under a Home Rule Charter, represented herein by Wayne McCullen, Mayor, duly authorized to sign act herein by Ordinance No. 029 of 2011, a copy of which is attached hereto and made a part hereof (hereinafter called "**CITY**" or "**LESSOR**";

and

James R. Stacy, a resident of Natchitoches Parish, with mailing address of 2738 Highway 494, Natchitoches, Louisiana 71457 (sometimes hereinafter referred to as "**LESSEE**" or "**STACY**")

All of whom declared as follows, to-wit:

The **LESSOR** does hereby lease and let unto the **LESSEE** and the **LESSEE** does hereby lease from the **LESSOR**, for hayfield operations only, the property inside the security fence at Natchitoches Regional Airport.

TERM

The term of this lease shall be from April 1, 2011, through December 31, 2012, with the option of extending the lease for one additional year (2012) assuming all terms for the 2011 are successfully met.

RENTAL

The rental for the leased premises shall be based on the number of hay bales produced on the leased premises under the following schedule:

\$4.50 per 5' X 5', round bale.

The above amounts are to be paid per round hay bale produced. For the purposes of the lease, a round hay bale will be defined as a 5' X 5' bale. Payments will be made to the City of Natchitoches no later than thirty (30) days after each cutting.

USE OF PREMISES

LESSOR and **LESSEE** agree that the **LESSEE** shall have the right to use and occupy the premises for hay rights only and the **LESSEE** is to use the premises for no other agricultural purpose or any other purpose, whatsoever.

It is understood and agreed that the **LESSEE** will use the premises for hay purposes and will utilize the land in an husbandman like manner and will not violate any laws or regulation regarding the handling, storage, or disposal of hazardous waste or materials and will be solely responsible for any violations of State or Federal law regarding same if **LESSEE** has caused the circumstances leading to the said violations. **LESSEE** agrees to indemnify and hold the **LESSOR** harmless from any such violations. **LESSEE** further agrees that he will not use the property for any purpose that would violate EPA or DEQ rules or regulations.

The **LESSEE** agrees to remove all hay bales from the airport by December 31, 2011.

The property must be returned to the **LESSOR** in the same good condition that it is received, properly cut and trimmed, at the end of the term of the lease.

The **LESSEE** acknowledges and understands that the premises are used as a regional airport facility and that there are safety issues and regulations associated with the regional airport facility. If in the opinion of the Airport Director the height of the vegetation is such that it constitutes a safety issue, the Airport Director will notify the **LESSEE** in writing. If the **LESSEE** fails to cut the premises within 48 hours from the date of the notice the **LESSOR** reserves the right to cut the premises, and the **LESSEE** waives any claim for loss of income.

WARRANTY

LESSOR warrants that it has the right to lease the property covered by this agreement and will defend **LESSEE'S** possession against any and all persons whomsoever. **LESSEE** binds and obligates himself to notify **LESSOR** immediately of any adverse possession of the leased premises, or of any adverse claim which may be asserted with respect to it.

SUBLETTING

LESSEE shall not sublet or assign the leased premises without the express written consent of the **LESSOR**.

INDEMNITY

LESSOR will not be responsible for the loss or damage to **LESSEE'S** personal property, due to fire, theft, or other mishap. **LESSEE** shall protect and save **LESSOR** harmless from any claims or injuries to property or persons resulting from accidents or other occurrences on the leased premises; such liability being specifically assumed by **LESSEE**.

LESSEE agrees and hereby covenants to assume all liability for his farming operations and **LESSEE** further assumes all responsibility for the condition of the premises as provided in Louisiana R. S. 9:3221.

LESSEE agrees to carry his own liability insurance on the property and agrees to furnish a copy of said insurance policy to the **LESSOR**.

FURTHER CONDITIONS OF THE LEASE

1) The **LESSEE** and all of the **LESSEE's** personnel shall meet with the Airport Manager prior to working on the first day of the hay lease for a brief training session to discuss airport rules and safety concerns. All new personnel, prior to working on the airport premises for the first time shall also meet with the Airport Manager for a brief training session.

2) The **LESSEE** must check in at terminal when working on airport grounds so that a Notam can be issued as a safety precaution for aircraft using the airport.

3) No equipment shall be allowed on either runway at any time.

4) All equipment left on the airport premises overnight shall park at the dead end road by the T-Hangers. This location will be shown to you as part of your training session.

5) All equipment shall give right of way to all aircraft.

6) This lease will be subject to the restrictions that all baled hay within 250 feet of the runways and taxiways must be removed before dark and stored by the fence or taken off the airport premises. Hay may be stored along the fence line, but must be removed at the end of the year before new hay field operations for the following year begin.

7) No bales of hay are permitted to be placed on the ground at either the approach or departure ends of any runway at any time.

8) The **LESSEE** will be responsible for any damage to Nav-Aids or repairs such as signs, runway lights, etc...

9) The City of Natchitoches and the Airport Commission reserve the right to impose reasonable requirements upon the lessee to provide for the general health, safety, and welfare of the users of the airport or to comply with any Federal Aviation Administration (FAA) or Department of Transportation and Development (DOTD) Regulations.

10) Bales of hay must be counted and reported to the Airport Manager prior to removing the hay from the premises.

11) Damaged bales of hay must be removed by the **LESSEE**.

12) All moving equipment must have flashing caution lights working at all times or have an FAA approved safety flag on all equipment.

13) The **LESSOR** shall have the authority to terminate this lease immediately if the **LESSEE** violates any FAA or DOTD regulations or if the **LESSOR** is requested or required by the FAA or DOTD to terminate the lease.

14) This lease shall be subordinate to the provisions of any existing or future agreement between the City of Natchitoches and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport, and during the time of war and national emergency, the City of Natchitoches shall have the right to lease any part of said airport to the United States Government if requested to do so.

15) The **LESSOR** will pay all ad valorem taxes on the leased premises.

16) This lease shall inure to the benefit of and be binding upon the **LESSOR**, its respective executors, administrators, successors and assigns. This lease shall also inure to the benefit of the heirs of the **LESSEE**.

NOTICES

All notices to either **LESSEE** or **LESSOR** shall be addressed to the addresses set forth in the appearance clauses above, unless notified otherwise in writing.

RENTAL PAYMENTS

All rental payments shall be made payable to the City of Natchitoches, Louisiana, in care of the Airport Manager at the Natchitoches Regional Airport Terminal Building.

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the ____ day of _____, 2011, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES
Lessor
By: Wayne McCullen
WAYNE McCULLEN, Mayor

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

THUS DONE AND PASSED before me, the undersigned Notary Public and subscribing witnesses on this the ____ day of _____, 2011, at Natchitoches, Louisiana.

WITNESSES:

JAMES R. STACY, Lessee

NOTARY PUBLIC

The following Ordinance was Introduced by Ms. Morrow as follows, to-wit:

ORDINANCE NO. 032 OF 2011

**AN ORDINANCE DECLARING CERTAIN BUILDINGS UNSAFE
AND RECOMMENDING THAT SAME BE DEMOLISHED OR PUT
INTO REPAIR TO COMPLY WITH THE BUILDING CODE, AUTHORIZING
NOTICE TO BE SERVICED, FIXING HEARING DATE AND APPOINTING
CURATOR TO REPRESENT ABSENTEES**

WHEREAS, the City Building Inspector and the Director of Planning & Zoning have filed written reports with the City Council declaring that the buildings listed below are in a dangerous and unsanitary condition which makes them unsafe and endangering the public welfare, and recommending that said buildings be demolished or put in repair to comply with the Building Code, to-wit:

1. **Henry Mitchell, Jr.
c/o Raymond Remo
604 Hwy. 478
Natchitoches, LA 71457**

Lot 4 Block 7 of JHR Addition (410 Prather Street)

2. **Augusta J. Williams, et al
P.O. Box 241
Mansfield , LA 71052-0000**

Lot 5 Block 1 of Ellis Dean Subdivision (723 Salim Street)

3. **Herman & Izeller W. Sawyer
528 Azalea Dr.
Natchitoches, LA 71457-0000**

**Lot Fronting on Prather Street 52 Feet by 120 Feet Being Part of Lots 10 & 11 of
Block 7 of JHR Addition (406 Prather Street)**

ORDINANCE NO. 033 OF 2011

**AN ORDINANCE APPROVING AND AUTHORIZING THE
EXECUTION OF A COOPERATIVE ENDEAVOR
AGREEMENT BETWEEN THE CITY OF
NATCHITOCHES, STATE OF LOUISIANA AND
NATCHITOCHES GRAND HOTEL, L.L.C.; AND
PROVIDING FOR OTHER MATTERS IN CONNECTION
WITH THE FOREGOING.**

WHEREAS, the City of Natchitoches, State of Louisiana (the "City") desires to enter into a Cooperative Endeavor Agreement (the "CEA") by and between the City and Natchitoches Grand Hotel, L.L.C. (the "Company"); and

WHEREAS, the City has purchased property for development near the Natchitoches Event and Art Center (the "Center") and issued a Letter of Intent for the Company to build and operate a 120-room hotel on the preferred site next to the Center (the "Project");

WHEREAS, this Natchitoches City Council (the "Council"), as the governing authority of the City, now desires to approve and authorize the Mayor and Clerk of the City to execute the CEA evidencing the understanding of the City Council with respect to the Project in connection therewith;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the Natchitoches City Council, acting as the governing authority of the City, that:

SECTION 1: All of the recitals above are adopted as part of this ordinance.

SECTION 2: The CEA containing substantially the terms and provisions set forth in the CEA now before the Council with such changes as approved by Mayor, bond counsel and legal counsel to the City is hereby approved and the Mayor and Clerk are hereby authorized, empowered, and directed to execute a CEA in substantially the form now before the Council, for and on behalf of the City.

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement") dated as of _____, 2011 is made between the **CITY OF NATCHITOCHES, LOUISIANA**, (the "City"), and **NATCHITOCHES GRAND HOTEL L.L.C.** (the "Company"), a limited liability company organized under the laws of the State of Louisiana (collectively the "Parties").

WHEREAS, the parties hereto agree that in consideration of certain inducements to be provided by the Natchitoches City Council and Mayor of Natchitoches (herein the "City"), the Company will build and operate a one hundred and twenty (120) room hotel (the "Project") on a preferred site determined by the City next to the Natchitoches Event and Art Center (the "Center"), as provided by in a subsequent mutually agreed upon development agreement ("Development Agreement"), and operate the Center, as provided for in a subsequent mutually agreed upon management agreement ("Management Agreement"); and

WHEREAS, the City has determined that a real necessity and desire exists to pursue the development of the Project to compliment the existing Center by providing for addition lodging necessary to attract businesses, trade groups, organizations, and other groups to utilize the Center at increased levels for events in the City of Natchitoches;

WHEREAS, the City has determined that increased usage of the Center as the result of the establishment of an accompanying Project, construction jobs, permanent jobs and support facilities will bring significant economic impact to local businesses, citizens and the City; and

WHEREAS, the City has determined that a need exists for the services of a private company to manage and promote the Center in order to attract more events to the City; and

WHEREAS, the City issued a Request for Proposal (the "RFP") for the management of the Center and development of the Project, and the City selected and signed a letter of intent with an entity acting under the trade name Hospitality Consultants, Inc. of New Orleans and now represented by the Company; and

WHEREAS, the Louisiana Constitution of 1974, Article VII, Section 14(C), provides that for a public purpose the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual; and

WHEREAS, the economic benefit to the City resulting from this Project is expected to exceed the value of the incentives to be provided by the City as described herein, this Agreement has a public purpose and is in the public interest of the City of Natchitoches and its citizens;

THEREFORE, IT IS AGREED:

ARTICLE I REPRESENTATIONS

Section 1.0 City Representations.

As a material inducement to the Company to enter into this Agreement, without which it would not have entered into this Agreement, the City makes the following representations:

- (A) The City has all requisite power pursuant to Article VII, Section 14 (c) of the Louisiana Constitution of 1974, as amended, to enter into this Agreement.
- (B) The City has commissioned a feasibility study for a hotel of this scope by PKF Consulting. The PKF study recognized strong support for such a facility but also indicated a significant monetary gap in its feasibility to make the undertaking attractive in today's economic environment.
- (C) The City's obligations of economic inducements to offset the gap indicated by PKF Consulting under this Agreement are made for the public purpose of generating economic benefits for the City of Natchitoches and its citizens and are part of a bargained for exchange with the Company.
- (D) Except as may be otherwise disclosed in writing, to the actual knowledge of the City, there is no action, suit, investigation or proceeding pending, or threatened, against the City, before any court, arbitrator, or administrative or governmental body of which might materially adversely affect the ability of the City to comply with its obligations hereunder or in connection with the transactions contemplated hereby, relative to this Agreement.

Section 1.1 Company Representations.

As a material inducement to the City to enter into this Agreement, without which it would not have entered into this Agreement, the Company makes the following representations:

- (A) The Company is a duly and legally organized Louisiana Corporation, in good standing under the laws of Louisiana, with all powers and governmental licenses, authorization, qualifications, consents and approvals required to carry on its business in Louisiana as now conducted, and will acquire and possess all such required authority to carry on the business contemplated in this Agreement.
- (B) The Company has all the requisite power and authority to enter into this Agreement and to carry out the terms hereof; and the person signing this Agreement has the authority to execute this Agreement as the authorized representative of the Company, and to bind the Company to all of the terms of this Agreement.

(C) This Agreement has been duly authorized, executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company, enforceable in accordance with its terms.

(D) The Company has taken or will take all necessary and proper action to authorize the execution, issuance and delivery of this Agreement and any other documents required by this Agreement, and the performance of its obligations under this Agreement.

(E) The execution of this Agreement and any other documents required by this Agreement, and the performance by the Company of its obligations hereunder are within the powers of the Company and will not violate any provisions of any law, regulation, decree or governmental authorization applicable to the Company or any agreements of the Company with any of its creditors.

(F) Except as may be otherwise disclosed in writing, there is no action, suit, investigation or proceeding pending, or to its best knowledge threatened, against the Company before any court, arbitrator, or administrative or governmental body which could reasonably be expected to result in a material adverse change in the Company's financial condition or operations, or in the Company's ability to comply with its obligations hereunder or to participate in the transactions contemplated hereby.

(G) This Agreement contains no untrue or misleading statement of any material fact. There is no material fact or circumstance known to the Company which adversely affects or, so far as the Company can now reasonably foresee, will adversely affect the condition of the Company or the Company's ability to perform its obligations hereunder, which the Company has not disclosed in writing to the City. All representations made herein by the Company are true and accurate and remain in full force and effect.

ARTICLE II COOPERATIVE ENDEAVOR OBLIGATIONS

Section 2.0 Use of Land. The Company will be provided use of the land designated by the City (the "Site") for nominal consideration on a triple net lease basis for a period commencing on the date of execution of a mutually agreeable lease and continuing for ten (10) years from the first day of operation of the Project. Upon performing the obligations under the lease, so long as the Company is not in default, the Company shall have the right to purchase the Site and Project at such point for the consideration of the economic development benefits over the term of the lease and a price of \$5,000. The Site, during the term of the lease and the Project during the term of the lease shall be owned by the City or by a public corporation or instrumentality of the City for this purpose.

Section 2.1 Property Tax Abatement. The City will develop or enter into a structure which will exempt the Site and the Project from ad valorem property taxes for a period of ten (10) years commencing at the first year that ad valorem taxes would be imposed on the Project as a completed Project.

Section 2.2 Infrastructure Improvements. The City will make municipal infrastructure improvements that it deems necessary to ensure the Site can logistically support the Project, as provided for in a mutually agreeable lease.

Section 2.3 Management Agreement. The City will negotiate with the Company in good faith to create a mutually acceptable and agreed upon Management Agreement to provide for management of the Center by the Company.

ARTICLE III UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.0 Plans and Specifications. The Company shall deliver to the City its plans and specifications for the Project for the required approval of the City at a date no later than _____. Additionally, the Company must deliver to the City satisfactory evidence to show the Company has the moneys available to finance the Project with cash and/or a loan at a date no later than _____.

Section 3.1 Construction of the Project. The Company shall commence construction on the Project within _____ days of the conveyance of the Site, the execution of an agreed upon Management Agreement, and the execution of an agreed upon lease. This shall be completed within _____ days of the execution of this Agreement. Construction shall be fifty percent (50%) complete by _____ and the Project shall be fully complete and functional by _____.

Section 3.2 Project Specifications. The Project shall be a one hundred and twenty (120) room hotel with amenities and design reasonably acceptable to the City for lodging guests of the Center and meeting the specifications of the Natchitoches Historic Commission and the reasonable specifications of the City.

Section 3.3 Permanent Jobs. The Project shall employ between forty eight (48) full-time employees on an average daily basis for each year of the tax exemption described above. To the extent the number of average daily jobs in any year is less than 48, the Company shall be required to make a payment in lieu of tax in an amount of $1/48^{\text{th}}$ of the taxes that would have been paid if the Project were subject to ad valorem property tax, for each job deficiency as set forth in the mutually agreed upon lease.

Section 3.4 Performance Bond. The Company must issue a performance bond guaranteeing the completion of the Project to the agreed upon specifications.

Section 3.5 Management Agreement. The Company will negotiate with the City in good faith to create a mutually acceptable and agreed upon Management Agreement to provide for management of the Center by the Company.

ARTICLE IV MISCELLANEOUS

Section 4.0 Statement of Deliverables. The Parties understand and recognize that the terms of this Agreement are contingent on the negotiation of an acceptable lease, the approval of plans and specifications, financing and other undertakings described herein. Further, this agreement is contingent on the negotiation of an acceptable Management Agreement providing for the management of the Center.

Section 4.1 Notices. All reports, statements or notices required or advisable to be given hereunder shall be deemed to be given if sent to the following parties at the following addresses:

TO THE COMPANY: **Natchitoches Grand Hotel
Attn: Warren Reuther
68 Lakewood Place
New Orleans, LA 70131**

TO CITY: **City Natchitoches, Louisiana
Attn: Mayor McCullen
700 Second Street
Natchitoches, LA 71457**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage prepaid by first-class mail, registered or certified, return receipt requested, or by private, commercial carrier, express mail, such as Federal Express, or sent by telex, telegram, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid by first-class mail, registered or certified, return receipt requested or private, commercial carrier, express mail, such as Federal Express) at substantially the same time as such rapid transmission, or personally delivered to an officer of the receiving party. All such communications shall be mailed, sent or delivered to the address or numbers set forth below, or as to each party at such other addresses or numbers as shall be designated by such party in a written notice to the other party.

Section 4.2 Further Assurances. From time to time hereafter, the City and the Company shall execute and deliver such additional instruments, certificates or documents, and take all such actions as each party hereto may reasonably request for the purpose of fulfilling its obligations hereunder.

Section 4.3 Venue. Any suit brought by any party hereto arising out of or by reason of this Agreement, or otherwise, shall be brought, if against the City, in the Tenth Judicial District Court, Natchitoches Parish, Louisiana.

Section 4.4 Severance. To the fullest extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provisions of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Section 4.5 No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of the City in his individual capacity, and neither the officers thereof nor any official executing this Agreement shall be liable personally with respect hereto or be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement.

Section 4.6 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or extent of any of the provisions of this Agreement.

Section 4.7 Counterparts. This Agreement may be executed in several counterparts, each which shall be an original and all of which when taken together shall be deemed one and the same Agreement.

Section 4.8 Governing Law. This Agreement shall be constructed in accordance with and governed by the laws of the State of Louisiana..

Section 4.9 Public Purpose. The parties hereto represent that the Project will serve a public purpose, consisting of infrastructure and improvements needed to fuel economic development and growth.

Section 4.10 Term. The term of this agreement shall be the earlier of the execution and delivery of a mutually agreeable lease providing for the further terms of development or October 1, 2011, unless extended by the mutual written agreement of the Parties.

Section 4.11 No City-Parish Obligation. Except as specifically stated herein, with the limitations described herein, notwithstanding any other language contained in this Agreement to the contrary, nothing contained in this Agreement shall constitute or create an obligation, general or special, debt, liability or moral obligation of the City.

Section 4.12 Obligor Entities. The obligations outlined herein are undertaken by the Company, however; said obligations may be undertaken by a related legal entity.

(Remainder of Page Intentionally Left Blank)

Thus done and signed this _____ day of _____, 2011 at _____, Louisiana.

CITY OF NATCHITOCHES,
STATE OF LOUISIANA

NATCHITOCHES GRAND HOTEL

BY: Mayor McCullen

BY:

Mayor McCullen stated that as everyone is well aware the City of Natchitoches, as part of it's master plan, has moved forward to try and develop a hotel in conjunction with the Events Center and for our downtown historic district. This is the next step in sitting down with the developer to develop a management and development agreement that is done in the form of a corporative endeavor.

ORDINANCE NUMBER 034 OF 2011

ORDINANCE AUTHORIZING THE CITY TO LEASE A TRACT OF LAND TOGETHER WITH IMPROVEMENTS LOCATED ON THE EAST SIDE OF FRONT STREET TO THE NATCHITOCHES PARISH TOURIST COMMISSION, SETTING THE TERMS AND CONDITIONS OF SAME, AND AUTHORIZING THE EXECUTION OF THE LEASE BY THE MAYOR, WAYNE MCCULLEN, AFTER DUE COMPLIANCE WITH THE LAW, AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE

WHEREAS, the City of Natchitoches (City) owns the area between Front Street and Cane River Lake, which includes a building located at the North end of Front Street which is currently occupied by the Natchitoches Parish Tourist Commission; and

WHEREAS FURTHER, the City desires to enter into a new lease with the Natchitoches Parish Tourist Commission, (sometimes hereinafter "Commission") for the lease of the property more fully described as follows, to-wit:

That certain tract of ground, situated on the East right of way of Front Street, in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 781 Front Street, and being the building currently occupied by the Natchitoches Parish Tourist Commission, located at the North end of Front Street and South of the traffic circle.

; and

WHEREAS FURTHER, the City and Commission have negotiated the lease of office building under the terms more fully set forth in the attached lease; and

WHEREAS FURTHER, the lease shall have a one year term with five one-year options to extend the lease, and either party shall have the right to cancel the lease with sixty days notice; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the office building is surplus property and does hereby declare and find that the subject office building located at 781 Front Street, to be surplus property; and

WHEREAS FURTHER, the City desires to lease the subject warehouse described above to Commission, under the terms set forth above and more particularly set forth in the lease attached hereto; and.

WHEREAS FURTHER, under the provisions of Louisiana R. S. 33:4712, any property owned by the City can be leased to any person after due advertisement and compliance with the law; and

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease the office building located at 781 Front Street to Commission for the term of one year, with an option to renew for five additional one year terms on the same terms and conditions, all as more fully described in the attached lease.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Wayne McCullen, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Commission, leasing the office building located at 781 Front Street for the term of one year, with options to renew for five additional one year terms, under the same terms and conditions.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City declares that the office building located at 781 Front Street, to be surplus property not needed for public purposes by the City.

This ordinance was introduced on the 13th day of June, 2011.

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

LEASE AGREEMENT

BE IT KNOWN, that on this the ____ day of _____, 2011, before me,
the undersigned witnesses and Notary Public, personally came and appeared:

CITY OF NATCHITOCHES, LOUISIANA, a municipal corporation, represented herein by Mayor Wayne McCullen pursuant to Ordinance Number __ of 2011, with mailing address of Post Office Box 37, Natchitoches, Louisiana, 71458 (hereinafter called "**CITY**" or "**LESSOR**")

AND

NATCHITOCHES PARISH TOURIST COMMISSION, with mailing address of 781 Front Street, Natchitoches, Louisiana 71457, and represented herein by _____, duly authorized to act herein by Resolution of the Board of Directors, a copy of which is attached, (hereinafter called "**Tourist or LESSEE**")

who declare that the hereinafter described property will be used for the Natchitoches parish Tourism Commission office, and who further declare that they have and do by these presents enter into the following agreement of lease:

I.

LESSOR does hereby lease, and rent unto the **LESSEE**, the following described property, to-wit:

That certain tract of ground, situated on the East right of way of Front Street, in the City and Parish of Natchitoches, Louisiana, bearing municipal address of 781 Front Street, and being the building currently occupied by the Natchitoches Parish Tourist Commission, located at the North end of Front Street and South of the traffic circle.

II.

2.1 The term of this lease is for a period of one year, commencing on the 1st day of July 2011, and continuing until the 30th day of June, 2012.

2.2 The rental for this lease shall be \$12.00 per square foot or \$18,528.00 per year, payable in monthly installments of \$1,544.00, in advance.

III.

3.1 The **LESSEE** shall use the premises for use as office space and associated uses only, and **LESSEE** specifically agrees not to carry on any activities on the property which are

unlawful or in violation of any zoning ordinance, or any other laws, nor for any purpose that tends to injure or depreciate the property or create a nuisance.

3.2 The **LESSOR** gives no warranty as to the condition of the premises, and the **LESSEE** agrees to accept the premises in their current condition having occupied and inspected same. The **LESSEE** agrees to keep the premises in good condition during the term of the lease at its expense and to return them to **LESSOR** in the same condition at the termination of the lease, normal decay, wear and tear excepted. The premises shall be returned, broom-swept clean, with no debris or trash left in the house or on the property grounds.

3.3 Although the **LESSEE** shall have the primary responsibility to repair and maintain the premises, including the mechanical works (heating, cooling, electrical, plumbing, etc.), the **LESSOR** shall have the right to enter the premises and make such repairs as they deem necessary if the **LESSEE** neglects or refuses to make them. The **LESSEE** agrees to reimburse the **LESSOR** for such repairs when called upon to do so.

3.4 **LESSEE** agrees to obtain the consent of the **LESSOR** prior to making any improvements on the premises. Any improvements made shall be the property of the **LESSOR** at the termination of the lease. The **LESSEE** and **LESSOR** understand and agree that the **LESSOR** will repair the existing fence so that the **LESSEE** may control access.

3.5 The **LESSEE** agrees that the **LESSOR** will have access to the building and premises for the purpose of inspection at reasonable times and intervals.

3.6 The **LESSEE** will be responsible for all utility services on the premises, at its expense.

IV.

4.1 The **LESSOR** shall carry fire and other casualty insurance on the premises, as it elects and at its expense. In the event of any loss by fire, windstorm or other casualty, **LESSOR**, at its option and its sole cost and expense, may repair or rebuild the building, or at its option cancel this lease.

4.2 The **LESSOR** will be responsible for all ad valorem taxes during the term of the lease.

4.3 The **LESSEE** will be responsible for repairs and maintenance of any kind to the premises, with the exception of roof repairs, or other structural repairs which will be the responsibility of the **LESSOR**.

V.

5.1 The **LESSOR** shall not be liable to the **LESSEE**, or to **LESSEE**'s employees, invitees, visitors, or other persons on the premises with or without the permission of the **LESSEE** for any damage to person or property caused by any act, omission or neglect of **LESSEE** or any person acting under their direction, either express or implied, and **LESSEE** agrees to hold the **LESSOR** and their insurance carrier harmless from all claims for any such damage, whether the injury or damage occurs on or off the leased premises. Additionally, **LESSEE** shall obtain, at its cost, and maintain in full force, a policy or policies of comprehensive general liability insurance with an insurance carrier satisfactory to the **LESSOR**, designating the **LESSOR**, as a co-insured on said policy, in a sum not less than \$1,000,000.00 per occurrence.

5.2 The **LESSEE** hereby assumes responsibility for the condition of the leased premises and the **LESSOR** shall not be liable for injury caused by any defect to the **LESSEE** or anyone on the premises who derives his right to be thereon from the **LESSEE**, or either of them, unless the **LESSORS** knew of or should have known of the defect or had received notice thereof and failed to remedy it within a reasonable time.

VI.

6.1 Failure to pay the monthly rental timely, failure to comply with any of the terms and conditions of this lease, shall be deemed a default of this lease, and if the default is not cured within fifteen (15) days after written demand by the **LESSOR** to **LESSEE**, the **LESSOR** may proceed to declare the lease in default and the entire amount of the rent for the year term shall be immediately due and collectible at the option of the **LESSOR**. If the **LESSOR** should declare the lease in default and accelerate the rent, then, in that event, the **LESSEE** shall be entitled to reduce the accelerated rent by the amount which the **LESSEE** has invested in improvements to the property. Any improvements claimed by the **LESSEE** must be proven with receipts therefore. The **LESSOR** reserves any and all rights that it might have under the law,

including the right to sue for immediate eviction, rents, damages, reimbursements, costs, and reasonable attorney fees incurred.

VII.

7.1 Any notices under this lease and option will be considered delivered, if hand delivered to any party, or if mailed by certified mail to the other party at the addresses given in the preamble to this lease, or such other address as may be later furnished by any party to the other.

VIII.

8.1 The **LESSEE** shall have the option to extend the lease for five additional terms of one year each, the first beginning July 1, 2011 and ending June 30, 2012, the second beginning July 1, 2012 and ending June 30, 2013, the third beginning July 1, 2013 and ending June 30, 2014 the fourth beginning July 1, 2014 and ending June 30, 2015, and the fifth July 1, 2015 and ending June 30, 2016. In the event that the Lessee desires to avail itself of this right of option, it shall notify the Lessor, in writing, of its intention to exercise the option, not later than thirty days prior to the beginning of the extension thereof.

IV.

9.1 Notwithstanding any other term to the contrary, either party shall have the right to terminate this lease with 60 days written notice to the other party.

THUS DONE AND PASSED in the presence of the undersigned Notary Public and subscribing witnesses on the day, month, and year first hereinabove written, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES

By: _____
Mayor Wayne McCullen

NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND PASSED in the presence of the undersigned Notary Public and
subscribing witnesses on the day, month, and year first hereinabove written, at Natchitoches,
Louisiana.

WITNESSES:

**NATCHITOCHES PARISH TOURIST
COMMISSION**

BY: _____

NOTARY PUBLIC

ORDINANCE NUMBER 036 OF 2011

AN ORDINANCE TO AMEND AND REENACT SECTION 10-74, ENTITLED FIREWORKS, WHICH SECTION IS LOCATED IN THE CRIMINAL CODE, CHAPTER 10 OF THE CODE OF ORDINANCES, SAID AMENDMENT BEING MADE TO UPDATE THE CITY CODE OF ORDINANCES TO PROVIDE FOR BAN OF SALE AND USE FIREWORKS WHILE A BURN BAN IS IN EFFECT IN THE CITY OF NATCHITOCHES, PROVIDING FOR ADVERTISING, FURTHER PROVIDING FOR SEVERABILITY, AND FURTHER PROVIDING FOR A REPEALER AND EFFECTIVE DATE OF ORDINANCE.

WHEREAS, the Criminal Code of the City of Natchitoches includes Section 10-74, which currently provides as follows, to-wit:

“Sec. 10-74. Fireworks.

(a) It shall be unlawful for any individual, firm, partnership, or corporation to possess, sell or offer for sale or use, within the City of Natchitoches, any pyrotechnics, commonly known as fireworks, other than the permissible fireworks enumerated under Louisiana Revised Statutes 51:651. The permissible fireworks consist of ICC Class "C" "common fireworks," and shall mean such articles of fireworks as are enumerated or may hereafter be enumerated as ICC Class "C" fireworks in the regulations of the Interstate Commerce Commission for the transportation of explosives and other dangerous articles, which shall include but not be limited to those items enumerated in Louisiana Revised Statutes 51:651.

(b) The above paragraph shall not be construed to authorize the possession, sale, use, or shipment into the city of the types of fireworks which are specifically prohibited by state law, and it shall be unlawful for any person in the City of Natchitoches to possess, sell or use, for any purpose whatsoever, any of the following items of commercial fireworks: Cherry bombs, tubular salutes, two-inch American-made salutes, firecrackers with casings the external dimensions of which exceed 1 1/2 inches in length or 1/4 inch in diameter, repeating bombs, aerial bombs, torpedoes which exceed 3/8 inches in diameter, Roman candles larger than ten (10) ball, and skyrockets larger than six (6) ounces. It shall also be unlawful for any person to ship into the City of Natchitoches any of the above mentioned items for any purpose whatsoever. The items of commercial fireworks hereinabove enumerated shall not be considered as public display fireworks.

(c) The placing, storing, locating or displaying of fireworks in any window where the sun may shine through glass onto the fireworks so displayed or to permit the presence of lighted cigars, cigarettes or pipes, within ten (10) feet of where the fireworks are offered for sale is hereby declared unlawful and prohibited. At all places where fireworks are stored or sold, there must be posted signs with the words "Fireworks . . . No Smoking" in letters not less than four (4) inches high. No fireworks are to be sold at retail at any location where paints, oils, or varnishes shall be kept for use or sale, unless such paints, oils and varnishes are kept in the original unbroken containers, nor where resin, turpentine, gasoline or other inflammable substance which may generate inflammable vapors is used, stored, or sold.

(d) It shall be unlawful to offer for retail sale or to sell any fireworks to children under the age of ten (10) years, or to any intoxicated or irresponsible person. It shall also be unlawful to explode or ignite fireworks within one thousand (1,000) feet of any church, hospital, asylum, public school, or within seventy-five (75) feet of where fireworks are stored, sold or offered for sale. No person shall ignite or discharge any permissible articles of fireworks within or throw the same from a motor vehicle while within, nor shall any person place or throw any ignited article of fireworks into or at such a motor vehicle.

(e) No permissible articles of fireworks shall be sold, offered for sale, possessed, or used in the City of Natchitoches, unless it shall be properly named to conform to the nomenclature of Louisiana Revised Statute 51:651 and unless it is certified as "common fireworks" on all shipping cases and by imprinting on the article or retail contained, "ICC Class C--Common Fireworks." Such imprint to be of sufficient size and so positioned as to be readily recognized by law enforcement authorities and the general public.

(f) Permissible items of fireworks, enumerated in Louisiana Revised Statute 51:651 may be sold at retail from June 25 through July 5 and December 15 through January 1 of each year only, except the term "fireworks" shall not include toy pistols, toy canes, toy guns or other devices in which paper caps containing 25/100ths grains or less of explosive compounds are used, provided that they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 25/100ths grains of explosive compounds, and the sale and use of which shall be permitted at all times.

(g) Exceptions. Nothing contained in this section 10-74 shall be held to apply to the following:

- (1) Possession or use of signaling devices for current daily consumption by railroads, trucks or vessels requiring them;
- (2) Pyrotechnic displays of fireworks in public parks, or other open places, where a permit for such display has been issued by the chief of the fire department and, where further, proper permit has been secured from the state fire marshal under Louisiana Revised Statute 51:655;
- (3) The possession, sale or use of normal stacks of flashlight compositions by photographers or dealers in photographic supplies;
- (4) The sale or use of blank cartridges for ceremonial, theatrical or athletic events.

(h) Notwithstanding anything in this section to the contrary, it shall be unlawful to use, offer to sell or discharge any type of fireworks within the corporate limits of the City of Natchitoches, Louisiana, on the first Saturday of December of each year, between the hours of 1:00 a.m. and 12:00 p.m., on the day commonly referred to as "Christmas Festival Day," it being the intention of this section to prohibit the sale of, distribution of, or discharge of fireworks of any kind or description whatsoever within the corporate limits of Natchitoches, Louisiana, on Christmas Festival Day; provided however, that professional handlers of fireworks may discharge fireworks for public display on Christmas Festival Day, providing that they first obtain a permit in accordance with subsection (g)(2) above.

(i) The following rules and regulations shall govern the structure, building, booth, or stand in which fireworks are sold or displayed for sale:

- (1) All booths, stands, or buildings, used to sell and distribute fireworks in the city shall be of rigid construction, either of metal or wood. No tents shall be permitted.
- (2) No booths shall be made of plastic or canvas type materials.
- (3) All booths, stands, or buildings shall be constructed in such a fashion that customers must remain on the outside of the structure while picking out and purchasing fireworks.
- (4) The building or structure shall be constructed so that it can be completely enclosed and locked during closing hours.
- (5) The building or structure may not be occupied during closing hours. This prohibition includes people guarding the merchandise, or people sleeping in the structure, both employees or owners. Violation of this subpart shall be cause for immediate revocation of the owner's permit.
- (6) All booths, stands, or buildings shall be furnished with at least one (1) 2A-10BC fire extinguisher. "No Smoking" signs shall be displayed on the front, back and sides of structures.
- (7) Each building or structure shall have its own electrical service and meter, and each must be inspected by the city building inspector prior to the connection of electrical service.

(j) Penalty. Whoever violates the provisions of this section or any part thereof shall be subject to immediate revocation of their permit and further shall be punished as provided in section 10-78 of this chapter."

; and

WHEREAS FURTHER, the Chief of the Natchitoches Fire Department has raised concerns regarding the use of fireworks while there is a burn ban in the City of Natchitoches, due to the increase in fire risk to the citizens of the City of Natchitoches; and

WHEREAS FURTHER, the purpose of a burn ban is to reduce the chance of fire damage within the City of Natchitoches, and the use of fireworks in the City of Natchitoches during a burn ban increases the risk of fire, leading to an atmosphere that is less safe for both the citizens of the City of Natchitoches and the safety personnel that respond to fires; and

WHEREAS FURTHER, any increase in fires and the number of responses by the Fire Department may lead to a reduction in the capability of the Fire Department creating a condition that raises safety concerns for citizens and Fire Department personnel, and further creates a greater risk of property damage; and

WHEREAS FURTHER, the number of fire calls also stretches the resources of the Fire Department as it has to devote personnel and equipment to respond to these calls; and

WHEREAS FURTHER, pursuant to Louisiana Revised Statute 55:660, the City of Natchitoches has the authority to "... regulate or prohibit the sale, use or possession of pyrotechnic commonly known as fireworks in conformity with the provisions of this Part."; and

WHEREAS FURTHER, the Fire Chief, Dennie Boyt, has reviewed the situation and has recommended that the City of Natchitoches amend and re-adopt Sections 10-74 to the Code of Ordinances for the City of Natchitoches, Louisiana, in order to prohibit the sale or use of fireworks during a burn ban; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the proposed changes and agrees that the adoption is advisable and in the best interest of the City of Natchitoches and its citizens; and

WHEREAS FURTHER, the City Council of the City of Natchitoches, Louisiana, desires to amend and reenact Section 10-74 of the Code of Ordinances of the City of Natchitoches, Louisiana, as approved by the Fire Chief of the City of Natchitoches; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, as follows:

SECTION 1. Section 10-74 of the Code of Ordinance of the City of Natchitoches is hereby amended and reenacted to read as follows:

"Sec. 10-74. Fireworks.

(a) It shall be unlawful for any individual, firm, partnership, or corporation to possess, sell or offer for sale or use, within the City of Natchitoches, any pyrotechnics, commonly known as fireworks, other than the permissible fireworks enumerated under Louisiana Revised Statutes 51:651. The permissible fireworks consist of ICC Class "C" "common fireworks," and shall mean such articles of fireworks as are enumerated or may hereafter be enumerated as ICC Class "C" fireworks in the regulations of the Interstate Commerce Commission for the transportation of explosives and other dangerous articles, which shall include but not be limited to those items enumerated in Louisiana Revised Statutes 51:651.

(b) The above paragraph shall not be construed to authorize the possession, sale, use, or shipment into the city of the types of fireworks which are specifically prohibited by state law, and it shall be unlawful for any person in the City of Natchitoches to possess, sell or use, for any purpose whatsoever, any of the following items of commercial fireworks: Cherry bombs, tubular salutes, two-inch American-made salutes, firecrackers with casings the external dimensions of which exceed 1 1/2 inches in length or 1/4 inch in diameter, repeating bombs, aerial bombs, torpedoes which exceed 3/8 inches in diameter, Roman candles larger than ten (10) ball, and skyrockets larger than six (6) ounces. It shall also be unlawful for any person to ship into the City of Natchitoches any of the above mentioned items for any purpose whatsoever. The items of commercial fireworks hereinabove enumerated shall not be considered as public display fireworks.

(c) The placing, storing, locating or displaying of fireworks in any window where the sun may shine through glass onto the fireworks so displayed or to permit the presence of lighted cigars, cigarettes or pipes, within ten (10) feet of where the fireworks are offered for sale is hereby declared unlawful and prohibited. At all places where fireworks are stored or sold, there must be posted signs with the words "Fireworks . . . No Smoking" in letters not less than four (4) inches high. No fireworks are to be sold at retail at any location where paints, oils, or varnishes shall be kept for use or sale, unless such paints, oils and varnishes are kept in the original unbroken containers, nor where resin, turpentine, gasoline or other inflammable substance which may generate inflammable vapors is used, stored, or sold.

(d) It shall be unlawful to offer for retail sale or to sell any fireworks to children under the age of ten (10) years, or to any intoxicated or irresponsible person. It shall also be unlawful to explode or ignite fireworks within one thousand (1,000) feet of any church, hospital, asylum, public school, or within seventy-five (75) feet of where fireworks are stored, sold or offered for sale. No person shall ignite or discharge any permissible articles of fireworks within or throw the same from a motor vehicle while within, nor shall any person place or throw any ignited article of fireworks into or at such a motor vehicle.

(e) No permissible articles of fireworks shall be sold, offered for sale, possessed, or used in the City of Natchitoches, unless it shall be properly named to conform to the nomenclature of Louisiana Revised Statute 51:651 and unless it is certified as "common fireworks" on all shipping cases and by imprinting on the article or retail contained, "ICC Class C--Common Fireworks." Such imprint to be of sufficient size and so positioned as to be readily recognized by law enforcement authorities and the general public.

(f) Permissible items of fireworks, enumerated in Louisiana Revised Statute 51:651 may be sold at retail from June 25 through July 5 and December 15 through January 1 of each year only, except the term "fireworks" shall not include toy pistols, toy canes, toy guns or other devices in which paper caps containing 25/100ths grains or less of explosive compounds are used, provided that they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 25/100ths grains of explosive compounds, and the sale and use of which shall be permitted at all times.

(g) Exceptions. Nothing contained in this section 10-74 shall be held to apply to the following:

- (1) Possession or use of signaling devices for current daily consumption by railroads, trucks or vessels requiring them;
- (2) Pyrotechnic displays of fireworks in public parks, or other open places, where a permit for such display has been issued by the chief of the fire department and, where further, proper permit has been secured from the state fire marshal under Louisiana Revised Statute 51:655;
- (3) The possession, sale or use of normal stacks of flashlight compositions by photographers or dealers in photographic supplies;
- (4) The sale or use of blank cartridges for ceremonial, theatrical or athletic events.

(h) Notwithstanding anything in this section to the contrary, it shall be unlawful to use, offer to sell or discharge any type of fireworks within the corporate limits of the City of Natchitoches, Louisiana, on the first Saturday of December of each year, between the hours of 1:00 a.m. and 12:00 p.m., on the day commonly referred to as "Christmas Festival Day," it being the intention of this section to prohibit the sale of, distribution of, or discharge of fireworks of any kind or description whatsoever within the corporate limits of Natchitoches, Louisiana, on Christmas Festival Day; provided however, that professional handlers of fireworks may discharge fireworks for public display on Christmas Festival Day, providing that they first obtain a permit in accordance with subsection (g)(2) above.

(i) The following rules and regulations shall govern the structure, building, booth, or stand in which fireworks are sold or displayed for sale:

- (1) All booths, stands, or buildings, used to sell and distribute fireworks in the city shall be of rigid construction, either of metal or wood. No tents shall be permitted.
- (2) No booths shall be made of plastic or canvas type materials.
- (3) All booths, stands, or buildings shall be constructed in such a fashion that customers must remain on the outside of the structure while picking out and purchasing fireworks.
- (4) The building or structure shall be constructed so that it can be completely enclosed and locked during closing hours.
- (5) The building or structure may not be occupied during closing hours. This prohibition includes people guarding the merchandise, or people sleeping in the structure, both employees or owners. Violation of this subpart shall be cause for immediate revocation of the owner's permit.
- (6) All booths, stands, or buildings shall be furnished with at least one (1) 2A-10BC fire extinguisher. "No Smoking" signs shall be displayed on the front, back and sides of structures.
- (7) Each building or structure shall have its own electrical service and meter, and each must be inspected by the city building inspector prior to the connection of electrical service.

- (j) It shall be unlawful to offer for retail sale or to sale, or use any fireworks while a burn ban is in effect in the City of Natchitoches. This shall include any burn ban declared by the State Fire Marshall that includes the City of Natchitoches or a burn ban declared by the Fire Chief for the City of Natchitoches. The Fire Chief of the City of Natchitoches shall advise the public when a burn ban is instituted, whether by the State Fire Marshall or the Fire Chief, and shall include a notice that the sale and use of fireworks is prohibited during the burn ban. This sub-section shall not apply to fireworks for public displays as regulated by the state fire Marshall.
- (k) Penalty. Whoever violates the provisions of this section or any part thereof shall be subject to immediate revocation of their permit and further shall be punished as provided in section 10-78 of this chapter.”

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SECTION 3. If any portion of this Ordinance is declared to be invalid or unconstitutional in any manner, the invalidity shall be limited to that particular section or provision, and shall not affect the remaining portions of the ordinance, which shall remain valid and enforceable, it being the intention of the City Council that each separate provision shall be deemed independent of all other provisions herein.

SECTION 4. This Ordinance shall go into effect upon publication and in accordance with law.

The following Resolution was Introduced by Mr. Payne and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 043 OF 2011

**RESOLUTION SELECTING TWO PROJECTS FOR
THE FY2012/2013 LOUISIANA COMMUNITY DEVELOPMENT
BLOCK GRANT (LCDBG) PROGRAM**

WHEREAS, the City of Natchitoches is desirous of submitting an application to the State of Louisiana, Division of Administration, for funding under the FY 2012/2013 LCDBG Program; and

WHEREAS, there is a necessity for two public facilities projects within the City of Natchitoches. One of the following projects will be selected for the public facilities application: to upgrade and improve streets or for sewer upgrades within the City of Natchitoches. The final activity selection will be determined by evaluation of each of the two public facilities projects to determine which project demonstrates the best opportunity for funding as judged by Mayor Wayne McCullen, the project engineer and the program administrator.

NOW, THEREFORE, BE IT RESOLVED, that the City of Natchitoches wishes to submit the upgrading and improving of streets as a project for the LCDBG application under the FY 2012/2013 LCDBG program, contingent upon consideration given to views and proposals submitted by citizens unable to attend the public hearing, if any.

This Resolution shall be in full force and effect from and after its adoption.

This Resolution was unanimously voted to be tabled at the May 23, 2011 City Council Meeting for further consideration.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, McCain, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

Mr. Gary Fontana: There was discussion about what opportunities that the City had, or the best opportunities it has, in getting funding for possible grants. And we would use, I believe, Mr. Wimberly and some of the other projects, potential projects had been reviewed and the best categories or activities for funding are in the street category and the sewer rehab, that is where the State puts the most money because those are the most applications that are submitted. And they pro rate the money based on the number of applicants that are submitted for particular activities. From what I understand I believe Mr. Smoke had reviewed some of the streets and he has looked at some possible streets that may be eligible for funding and of course we need to review those streets and look at them and see how they will compete as far as in the funding, see how they would have competed with the ones that were funded last time and see if those projects, which streets would be the best streets and how much money we could request. Mr. Fontana stated that other than streets that he doesn't know of any projects that have been identified or have been recommended to the city for recommendation for the program.

Mayor McCullen stated that this is kind of two-fold. First of all there's two applications that we are going to be filing. Last year we were very fortunate in the fact that one of the major streets in Natchitoches as we opened the bid or awarded the bid tonight, is Fairgrounds Road, which is one of the most heavily traveled. It fit the mold of being in the mid to moderate to low income service area. We have very stringent restrictions. We are trying to identify streets that would fit that mold and benefit all the public citizens of Natchitoches. Secondly to that, last year we were able to obtain handicap funds that was available to people that made their house handicap accessible and those people that were debilitated and needed these upgrades.

Mr. Gary Fontana stated that since the last council meeting, he received an e-mail from Ms. Carol Newton, Director of the Louisiana Community Development Block Grant Program, stating there has been some change or proposed change where the State is going to possibly abolish the Louisiana Housing finance program and some other programs. Ms. Newton has met with her superiors and they have determined if this happens that they are not going to allocate any money in the Louisiana Community Development Block Grant program for housing in any shape, whether it be housing for replacement or rehabilitation or for physical accessibility. They are going to leave all that to this new agency that will be created and going to take whatever money that they typically have allocated for housing and physical accessibility and dedicate that money to other public facility projects.

The Mayor asked if we are looking basically for one project?

Gary Fontana responded that as it is right now, Ms. Newton has recommended that we need to determine if there is a housing fund available where we have another physical accessibility program. They are not even going to discuss housing until after the Senate and the House determine what they are going to do. So they are tabling everything to do with housing or putting on hold until after the Legislature finishes their session. So really all we have right now is that we cannot work on any housing program because we do not know if there is going to be one under the CDBG program. All we can work on right now will be a public facilities project.

Mr. McCain asked Mr. Fontana if he did not state at the previous meeting that the street project that it has to be a whole new street and an existing street cannot be overlaid?

Mr. Gary Fontana responded that you cannot just overlay a street. There has to have a certain amount of base work done on that street. It has to have base failures.

Mr. McCain stated that in other words you can rebuild the street but you cannot just overlay it.

Mr. Gary Fontana: You cannot just overlay the street.

Ms. Morrow stated that the projects that we select at the City level for LCDBG grant, we don't have enough citizen participation because many of the citizens in Natchitoches do

not know that we have citizen participation plan. I think that citizens need to be involved with projects for LCDBG grant from the onset. Ms. Morrow continued to state that we know in the City of Natchitoches we need streets to be repaired and that as a matter of fact, I wish we could get money from Capital outlay to repair as many as possible in the impact area. Ms. Morrow stated that the Community Development Director needs to utilize the citizen participation plan and get it out in the neighborhood so the people will know what's going on.

The following Resolution was Introduced by Mr. Payne and Seconded by Mr. Mims as follows, to-wit:

RESOLUTION NO. 052 OF 2011

**A RESOLUTION FIXING THE TIME, DAY, DATE AND PLACE
OF REGULAR MEETINGS OF THE CITY COUNCIL OF THE CITY
OF NATCHITOCHES FOR THE NEXT TWELVE MONTHS**

BE IT RESOLVED, by the City Council of the City of Natchitoches, in regular session convened, that in accordance with Section 2.09 of the Home Rule Charter of the City of Natchitoches, that the City Council of the City of Natchitoches will meet in regular session at 7:00 P.M. on the second and fourth Mondays of each month for the next twelve (12) months.

BE IT FURTHER RESOLVED, that the place of meeting shall be the Natchitoches Arts Center, 716 Second Street, City of Natchitoches, unless provided otherwise by the Mayor upon public notice.

BE IT FURTHER RESOLVED that special meetings may be held in accordance with the provisions of Section 2.09 of the Home Rule Charter and further providing that notice of the special meeting to be posted at the principal office of the City no less than twenty-four (24) hours in advance of said meeting.

BE IT FURTHER RESOLVED that, at the discretion of the Mayor and Councilmen, an informal meeting may be called to begin at 6:30 p.m. preceding the regularly scheduled City Council meeting to discuss any business deemed prudent and necessary.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Mims, McCain, Morrow, Nielsen
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 053 OF 2011

**A RESOLUTION ESTABLISHING MEETING TIMES AND PLACES OF:
NATCHITOCHES PLANNING COMMISSION
NATCHITOCHES RECREATION COMMISSION
HISTORIC DISTRICT COMMISSION
AIRPORT ADVISORY COMMISSION
WATERWORKS DISTRICT NO. 1**

WHEREAS, State law requires that notice of meetings of governing bodies and agencies thereof must be published in accordance with the provisions of Louisiana R.S. 42:7.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Natchitoches that the Planning Commission of the City of Natchitoches shall meet in regular session at 6:00 P.M. on the first Tuesday of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Recreation Board of Directors will meet at 5:30 P.M. on the second Tuesday of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Historic District Commission for the City of Natchitoches shall meet at 5:00 P.M. on the first Monday of each month at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Airport Advisory Commission will meet 5:00 P.M. on the third Monday of each month, except December, at the Natchitoches Regional Airport Terminal located at 450 Wallenberg Drive, Natchitoches, Louisiana.

BE IT FURTHER RESOLVED that the Waterworks District No. 1 shall meet at 5:30 P.M. on the fourth Monday of each month at the Waterworks District Office, Sibley Lake.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Payne, Mims, McCain, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

The following Resolution was Introduced by Mr. Mims and Seconded by Mr. McCain as follows, to-wit:\

RESOLUTION NO. 054 OF 2011

**A RESOLUTION APPOINTING CAROL STEADMAN AS
CLERK OF THE COUNCIL
FOR THE CITY OF NATCHITOCHES**

BE IT RESOLVED that the City Council does hereby take cognizance of the recommendation of Mayor Wayne McCullen that Carol Steadman be re-appointed as Clerk of the Council for the City of Natchitoches, in accordance with Section 2.08 of the Home Rule Charter, and

IT IS FURTHER RESOLVED that the City Council hereby confirms the said appointment.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Mims, McCain, Morrow, Payne, Nielsen
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.



WAYNE McCULLEN, MAYOR

The following Resolution was Introduced by Mr. McCain and Seconded by Ms. Morrow as follows, to-wit:

RESOLUTION NO. 055 OF 2011

**A RESOLUTION APPOINTING THE AUDITOR
FOR THE CITY OF NATCHITOCHES**

BE IT RESOLVED that the City Council does hereby take cognizance of the recommendation of Mayor Wayne McCullen that the firm of Johnson, Thomas and Cunningham be appointed as City Auditor for the City of Natchitoches for the period of May 31, 2011 through May 31, 2012; and

BE IT FURTHER RESOLVED that the City Council hereby confirms the said appointment.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	McCain, Morrow, Payne, Nielsen, Mims
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

The following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Nielsen as follows, to-wit:

RESOLUTION NO. 056 OF 2011

**A RESOLUTION APPOINTING THE FISCAL AGENT
FOR THE CITY OF NATCHITOCHES**

BE IT RESOLVED that Ordinance No. 53 of 2008 of the Natchitoches City Council awarded Peoples State Bank the contract for Fiscal Agent for the City of Natchitoches; and

BE IT FURTHER RESOLVED that the Council does hereby take cognizance of the recommendation of Mayor Wayne McCullen that People's State Bank, Natchitoches, LA, be appointed as Fiscal Agent for the City of Natchitoches for the term June 1, 2011 through October 31, 2011; and

IT IS FURTHER RESOLVED that the City Council hereby confirms the said appointment.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES: Morrow, Nielsen, Mims, McCain, Payne
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

The following Resolution was Introduced by Mr. Nielsen and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 057 OF 2011

**A RESOLUTION DESIGNATING *THE NATCHITOCHES TIMES*
AS THE OFFICIAL LEGAL JOURNAL FOR THE CITY OF
NATCHITOCHES FOR THE NEXT TWELVE MONTHS**

BE IT RESOLVED by the City Council of the City of Natchitoches in regular session convened that *The Natchitoches Times* is hereby designated as the official legal journal for the City of Natchitoches for the next twelve months.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Nielsen, Payne, Mims, McCain, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

The following Resolution was Introduced by Ms. Morrow and Seconded by Mr. Payne as follows, to-wit:

RESOLUTION NO. 058 OF 2011

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A COOPERATIVE ENDEAVOR AGREEMENT WITH THE RAPIDES FOUNDATION FOR THE FOUNDATION'S DIET AND PHYSICAL ACTIVITY INITIATIVE'S COMMUNITY IMPLEMENTATION GRANT

WHEREAS, the City of Natchitoches has received approval from The Rapides Foundation in the amount of \$25,000 for the 2011-2012 Diet and Physical Activity Initiative Community Implementation Grant for the term July 1, 2011 through June 30, 2012; and

WHEREAS, the Diet and Physical Activity Initiative is a program of The Rapides Foundation with the primary goal to improve and enhance healthy eating and physical activity opportunities for adults and children in communities located within the Foundation's service area, which includes Natchitoches; and

WHEREAS, grant funds will be used by the City of Natchitoches to promote and encourage healthy behaviors in Central Louisiana.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Natchitoches, Louisiana, that the Mayor of the City of Natchitoches, Wayne McCullen, is hereby authorized to execute a Cooperative Endeavor Agreement with The Rapides Foundation in the amount of \$25,000.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Morrow, Payne, Nielsen, Mims, McCain
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

The following Resolution was Introduced by Mr. Payne and Seconded by Ms. Morrow as follows, to-wit:

RESOLUTION NO. 060 OF 2011

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES TO SIGN A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NATCHITOCHES AND THE NORTHWEST LOUISIANA TECHNICAL COLLEGE NATCHITOCHES CAMPUS THAT OUTLINES THE RIGHTS AND RESPONSIBILITIES OF EACH PARTNER AS IT RELATES TO THE RENTAL OF BUILDING AND OFFICE SPACE FOR THE NATCHITOCHES FIRE DEPARTMENT TRAINING DIVISION LOCATED ON THE NORTHWEST LOUISIANA TECHNICAL COLLEGE CAMPUS AT 6587 LA HWY 1 BYPASS, NATCHITOCHES, LA 71457

WHEREAS, City of Natchitoches Fire Department has established its Fire Training Center on the campus of the Northwest Louisiana Technical College; and

WHEREAS, the City of Natchitoches Fire Department and the Northwest Louisiana Technical College has had a Cooperative Endeavor and Agreement to use the campus for the Fire Department Training Center since 2001; and

WHEREAS, the Fire Department Training area has included what was once utilized as the carpenter shop for its classroom and equipment storage area; and

WHEREAS, by agreement of both parties, the Northwest Louisiana Technical College wishes to utilize the Fire Department Training area to expand its welding program and move the Fire Department Training area to what was once the "Print Shop" on the campus.

NOW, THEREFORE, BE IT RESOLVED, that the Natchitoches City Council in legal session convened does hereby authorize Mayor Wayne McCullen to sign a Memorandum of Understanding between the City of Natchitoches and the Northwest Louisiana Technical College for the Fire Department Training Center to vacate its present location and move to the new building otherwise known as the "Print Shop".

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Morrow, Nielsen, Mims, McCain
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Wayne McCullen declared the Resolution passed by a vote of 5 Ayes to 0 Nays this the 13th day of June, 2011.


WAYNE McCULLEN, MAYOR

Memorandum of Understanding

For

June 1, 2011 to June 30, 2012

INTENT

This Memorandum of Understanding is between the City of Natchitoches and NWLTC Natchitoches Campus and outlines the rights and responsibilities of each partner as it relates to the rental of building and office space which will be referred to as "Print Shop" located on the campus of NWLTC, 6587 Hwy 1 Bypass, Natchitoches, LA 71457

Responsibilities of the NWLTC Natchitoches Campus:

- Provide access to the "Print Shop" building and offices with the exception of selected offices which the NWLTC will retain for storage purposes only.
- Provide maintenance to the A/C units of the building utilizing our shop areas and students as a training opportunity.

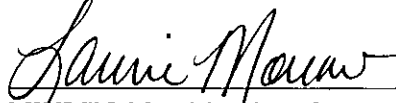
Responsibilities of the City of Natchitoches:

- Provide reasonable security by observation and securing all areas upon exit
- Pay \$6000.00 annually in rent to the NWLTC Natchitoches Campus
- Pay all related utilities
- Assume general maintenance to building including but not limited to: general cleaning inside and outside the building, maintaining the front area of building as needed.

COST/EXPENSES:

- The City of Natchitoches will pay the NWLTC Natchitoches Campus \$6000.00 annually
- The City of Natchitoches will transfer all utilities into their name and assume responsibilities for all utilities.

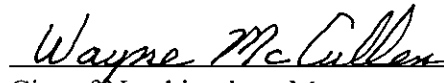
This cooperative agreement may be terminated or changed by either party upon 30 days written notice.



NWLTC Natchitoches Campus Dean
Laurie Morrow

6-14-11

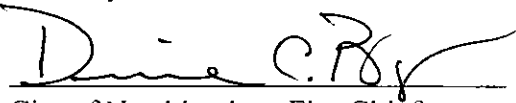
Date



City of Natchitoches, Mayor
Mr. Wayne McCullen

6-14-11

Date



City of Natchitoches, Fire Chief
Mr. Dennie Boyt

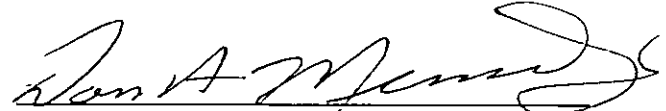
6/14/11

Date

Mayor McCullen announced that the offices of the City of Natchitoches will be closed on Monday, July 4, 2011 in honor of July 4th.

Mr. Nielsen made a motion to adjourn the meeting and the motion was seconded by Mr. Payne. The meeting was adjourned at 8:30 p.m.


MAYOR WAYNE McCULLEN


MAYOR PRO TEMPORE, DON MIMS